

**PETITION OF APPEAL FROM DECISION OF
MIAMI-DADE COUNTY COMMUNITY ZONING APPEALS BOARD
TO THE BOARD OF COUNTY COMMISSIONERS**

CHECKED BY CD AMOUNT OF FEE \$ 0

RECEIPT #

DATE HEARD: 04/01/04

BY CZAB # 11

RECEIVED
01-428
APR 15 2004

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.
BY CD
DATE RECEIVED STAMP

This Appeal Form must be completed in accordance with the "Instruction for Filing an Appeal" and in accordance with Chapter 33 of the Code of Miami-Dade County, Florida, and return must be made to the Department on or before the Deadline Date prescribed for the Appeal.

RE: Hearing No. Z01-428 (03-12-CZ 11-1)

Filed in the name of (Applicant) Church of Jesus Christ Almighty

Name of Appellant, if other than applicant Director, Dept. of Planning & Zoning

Address/Location of APPELLANT'S: 111 NW 1st St., 11th floor, Miami, Fla. 33128

Application, or part of Application being Appealed (Explanation) Entire application

Appellant (name): Director, Dept. of Planning & Zoning
hereby respectfully appeals the decision of the Miami-Dade County Community Zoning Appeals Board with reference to the above subject matter, and in accordance with the provisions contained in Chapter 33 of the Code of Miami-Dade County, Florida, hereby makes application to the Board of County Commissioners for review of said decision. The grounds and reasons supporting the reversal of the ruling of the Community Zoning Appeals Board are as follows:
(State in brief and concise language).

1. The Community Zoning Appeals Board-11's decision is inconsistent with the Miami Dade County Comprehensive Development Master Plan
2. On August 26, 2003, the CZAB-11 denied without prejudice by a vote of 3 - 2 a similar application for a modification of plans for an existing religious facility (retreat house) immediately to the east of the subject property. The Department's position on that application was exactly the

same as on this application, that the proposed expansion would be inconsistent with the CDMP.

3. The applicant's letter of intent indicated that if the application was approved the previously approved day care use would be abandoned. However, no covenant was proffered by the applicant to ensure that in the future the day care use would not occur on the property, and no conditions were imposed by the Board prohibiting the day care use. The decision by the Community Council results in the day care center and expanded religious facility being allowed to simultaneously occur on the property and those cumulative impacts were not reviewed by staff.
4. The application was approved with standard conditions and there are no additional conditions that will ensure that the use will not be incompatible with the surrounding area.
5. The facility would serve more than the Horse Country area residents where it is located.
6. The applicant has not proven that the use is ancillary to or necessary to support the agricultural community.
7. The submitted plan was not sensitive to the surrounding agricultural area and was unacceptable to staff.

Date: 15th day of April, year: 2004

Diane O'Quinn Williams

111 N.W. First Street, Miami, FL 33128

305-375-2840

305-375-2795

Page 2

ZONING HEARING APPLICATION

MIAMI-DADE COUNTY

ALL FOLIO NUMBERS ARE REQUIRED

30- 4925 0000 240

RECEIVED
201-428
DEC 07 2001

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY _____

Date Received Stamp

PLEASE TYPE OR PRINT LEGIBLY, IN INK, ALL INFORMATION ON APPLICATION.

CHURCH OF JESUS CHRIST THE ALMIGHTY

1. Name of Applicant IGLESIA DE JESUCRISTO EL TODOPODEROSO

a. if applicant is owner, give name exactly as recorded on deed.

b. if applicant is lessee, attach copy of valid lease of 1 year or more and Owner's Sworn-to-Consent form.

c. if applicant is corporation, partnership, limited partnership, or trustee, a separate Disclosure of Interest from must be completed.

Mailing Address 12200 S.W. 56 ST.

City MIAMI State FL Zip 33175

Tel. # (during working hours) (305) 525-7978 Other _____

2. Name of Property Owner CHURCH OF JESUS CHRIST THE ALMIGHTY
IGLESIA DE JESUCRISTO EL TODOPODEROSO

Mailing Address 12200 S.W. 56 STREET

City MIAMI State FL Zip _____

Tel. # (during working hours) (305) 525-7978 Other 305 412-7775

3. Contact Person PASTOR YADER SIMPSON

Mailing Address 12200 S.W. 56 STREET

City MIAMI State FL Zip _____

Tel. # (during working hours) (305) 525-7978 Other 305 412-7775

4. LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION

- if subdivided, provide lot, block, complete name of subdivision, plat book and page number.
- if metes and bounds description, provide complete description, (including section, township and range).
- submit 7 copies of a survey if property is odd-shaped (1" to 300' scale).
- if separate requests apply to different areas, provide the legal description of each area covered by a separate request.
- attach a separate, typed sheet if necessary. Verify the legal is correct.

SEE REVERSE SIDE

5. Address or location of subject property: 12200 S.W. 56 STREET,

MIAMI, FL

6. Size of property: 330.30 ft. X 115.11 ft. Acres 4.95

7. Date subject property acquired ☒ or leased ☐ _____ day of _____

Term of lease _____ years/months.

LEGAL DESCRIPTION:

THE EAST $\frac{1}{2}$ OF THE N.E. $\frac{1}{4}$, OF THE N.E. $\frac{1}{4}$, OF THE N.W. $\frac{1}{4}$, OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 50.00 FEET AND LESS THE EAST 35.00 FEET FOR RIGHT-OF-WAY PURPOSES

AND

THE NORTH $\frac{1}{2}$, OF THE N. W. $\frac{1}{4}$, OF THE N. E. $\frac{1}{4}$, OF THE N. E. $\frac{1}{4}$, OF THE N. W. $\frac{1}{4}$, OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 50.00 FEET AND LESS THE WEST 25.00 FEET FOR RIGHT-OF-WAY PURPOSES.

8. Does property owner own contiguous property to the subject property? If so, give complete legal description of entire contiguous property. (If lengthy, please type on a sheet labeled "Contiguous Property".)

No

9. Is there an option to purchase ☐ or lease ☐ the subject property or property contiguous thereto? ☐ yes or ☒ no

If yes, who are the potential purchasers or lessees? (Complete section of Disclosure of Interest form, also.)

10. Present zoning classification(s): GU (AU TREND)

11. REQUEST(S) COVERED UNDER THIS APPLICATION:

Please check the appropriate box and give a brief description of the nature of the request in the space provided. Be advised that all zone changes require a special exception to permit site plan approval except for rezoning to residential of 3 acres or less.

- ☐ District Boundary (Zone) Change(s):
Zone classifications requested _____
- ☐ Special Exception to permit Site Plan Approval for _____
- ☐ Unusual Use _____
- ☐ Use Variance _____
- ☐ Non-use Variance _____
- ☐ Special Exception _____
- ☒ Modification of previous resolution/plan CONDITION NUMBER 2
- ☐ Modification of Declaration or Covenant _____

12. Has a public hearing been held on this property within the last year & a half? ☐ yes ☒ no

If yes, applicant's name _____

Date of hearing _____

Nature of hearing _____

Decision of hearing _____

Resolution # _____

13. Is this hearing being requested as a result of a violation notice? ☐ yes ☒ no

If yes, give name to whom violation notice was served _____

Nature of violation _____

14. Are there any existing structures on the property? ☒ yes ☐ no

If yes, briefly describe _____

15. Is there any existing use on the property? ☒ yes ☐ no

If yes, what is the use and when was it established? Use CHURCH / DAY CARE /

PASTOR RESIDENCE

Established —

DISCLOSURE OF INTEREST*

If the property which is the subject of the application is owned or leased by a CORPORATION, list the principal stockholders and the percentage of stock owned by each. [Note: Where the principal officers or stockholders consist of another corporation(s), trustee(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

Church of Jesus Christ The Almighty - Non Profit
CORPORATION NAME

NAME, ADDRESS AND OFFICE

Percentage of Stock *

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>
<u>Oscar Agüero</u>	<u>116540 NW 84 Ave. Miami, FL 33016</u>	<u>- President</u>
<u>Stella Agüero</u>	<u>116540 NW 84 Ave. Miami, FL 33016</u>	<u>- Vice President</u>
<u>Hector Perez</u>	<u>5337 W. 22nd Ct Hialeah, FL 33016</u>	<u>- Director</u>
<u>Maximo Sotelo</u>	<u>10874 SW 2nd St. # 202 Miami, FL 33174</u>	<u>- Director</u>
<u>Javier Rodriguez</u>	<u>19661 NW 82nd Ct Miami, FL 33015</u>	<u>- Director</u>

- * Non-Profit, non-stock Corporation

* Non-Profit, non-stock corporation
If the property which is the subject of the application is owned or leased by a TRUSTEE, list the beneficiaries of the trust and the percentage of interest held by each. [Note: Where the beneficiary/beneficiaries consist of corporation(s), another trust(s), partnership(s) or other similar entities, further disclosure shall be required which discloses the identity of the individual(s) (natural persons) having the ultimate ownership interest in the aforementioned entity].

TRUST NAME

NAME AND ADDRESS

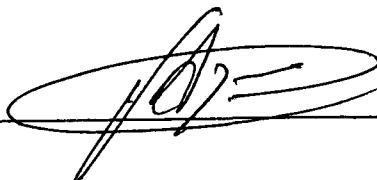
Percentage of Interest

If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership or trust.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

For any changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental disclosure of interest shall be filed.

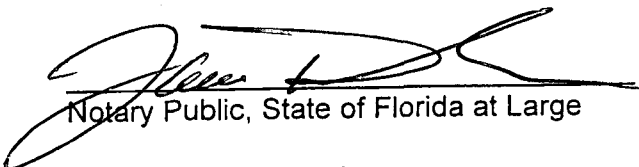
The above is a full disclosure of all parties of interest in this application to the best of my knowledge and belief.

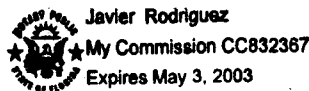
Signature: 
(Applicant) OSCAR AGÜERO

Sworn to and subscribed before me,

this 3 day of DECEMBER, 2001

(SEAL)


Notary Public, State of Florida at Large



My Commission Expires:

*Disclosure shall not be required of: 1) any entity, the equity interests in which are regularly traded on an established securities market in the United States or another country; or 2) pension funds or pension trusts of more than five thousand (5,000) ownership interests; or 3) any entity where ownership interests are held in a partnership, corporation or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership and where no one (1) person or entity holds more than a total of five per cent (5%) of the ownership interest in the partnership, corporation or trust. Entities whose ownership interests are held in a partnership, corporation, or trust consisting of more than five thousand (5,000) separate interests, including all interests at every level of ownership, shall only be required to disclose those ownership interest which exceed five (5) percent of the ownership interest in the partnership, corporation or trust.

**APPLICANT'S AFFIDAVIT
OWNER OR TENANT AFFIDAVIT**

I, _____, being first duly sworn, depose and say that I am the
☐ owner ☐ tenant of the property described and which is the subject matter of the proposed
hearing; that all the answers to the questions in this application, and all sketch data and other
supplementary matter attached to and made a part of the application are honest and true to the best
of my knowledge and belief. I understand this application must be complete and accurate before
the application can be submitted and the hearing advertised.

Sworn to and subscribed to before me
this ____ day of _____, _____

Signature

Notary Public

Commission Expires _____

CORPORATION AFFIDAVIT

We, OSCAR AGUIERO, being first duly sworn, depose and say that we are
the ☐ President ☐ Vice President, and ☐ Secretary ☐ Asst. Secretary of the aforesaid
corporation, and as such, have been authorized by the corporation to file this application for public
hearing; that all answers to the questions in said application and all sketches, data and other
supplementary matter attached to and made a part of this application are honest and true to the
best of our knowledge and belief; that said corporation is the ☐ owner ☐ tenant of the property
described herein and which is the subject matter of the proposed hearing. We understand this
application must be complete and accurate before the application can be submitted and the hearing
advertised.

(Corp. Seal)

ATTEST: _____

Sworn to and subscribed to before me
this 3 day of December 01

President's Signature

Secretary's Signature

Notary Public

Commission Expires _____

Javier Rodriguez
My Commission CC832387
Expires May 3, 2003

PARTNERSHIP AFFIDAVIT

We, the undersigned, being first duly sworn depose and say that we are partners of the hereinafter
named partnership, and as such, have been authorized to file this application for a public hearing;
that all answers to the questions in said application and all sketches, data, and other supplementary
matter attached to and made a part of this application are honest and true to the best of our
knowledge and belief; that said partnership is the ☐ owner/ ☐ tenant of the property described
herein which is the subject matter of the proposed hearing. We understand this application must be
complete and accurate before the application can be submitted and hearing advertised.

Name of Partnership)

By _____ %
By _____ %

By _____ %
By _____ %

Sworn to and subscribed to before me
this ____ day of _____, _____

Notary Public

Commission Expires _____

ATTORNEY AFFIDAVIT

I, _____, being first duly sworn, depose and say that I am a State of Florida
Attorney at Law, and I am the Attorney for the Owner of the property described and which is the
subject matter of the proposed hearing; that all answers to the questions in this application, and all
sketch data and other supplementary matter attached and made a part of this application are honest
and true to the best of my knowledge and belief. I understand this application must be complete
and accurate before the application can be submitted and the hearing advertised.

Signature

Sworn to and subscribed to before me
this ____ day of _____, _____

Notary Public

Commission Expires _____

OWNERSHIP AFFIDAVIT
FOR
CORPORATIONSTATE OF Florida

Public Hearing No. _____

COUNTY OF Miami Dade

Before me, the undersigned authority, personally appeared Oscar Agüero,
hereinafter the Affiant(s), who being first duly sworn by me,
on oath, deposes and says:

1. Affiant is the president, vice-president or CEO of the Church of Jesus Christ The Almighty Corporation, with the following address:
12200 SW 56 Street Miami, FL 33175
2. The Corporation owns the property, which is the subject of the proposed hearing.
3. The subject property is legally described as:

4. Affiant is legally authorized to file this application for public hearing.
5. Affiant understands this affidavit is subject to the penalties of law for perjury and the possibility of voiding of any zoning granted at public hearing.

Witnesses:

Signature_____
Print Name_____
Signature_____
Print Name_____
Affiant's signatureOSCAR AGÜERO_____
Print Name

Sworn to and subscribed before me on the 7 day of DECEMBER 2001.
Affiant is personally known to me or has produced PERSONALLY KNOWN as
identification.

Notary Public, State ofFlorida

My Commission Expires:

[Form\Aff\corp.doc (9/5/00)]



Javier Rodriguez

My Commission CC832367

Expires May 3, 2003

Date: / /

Public Hearing No: _____

RESPONSIBILITIES OF THE APPLICANT
PLEASE READ CAREFULLY BEFORE SIGNING.

I hereby acknowledge that I am aware that the Department of Environmental Resources Management (DERM), the Public Works Department, and other County agencies review each zoning application and proffer comments that may affect its scheduling and outcome. These comments sometimes include requirements for an additional public hearing before DERM's Environmental Quality Control Board, (the EQCB) or other County boards, and/or the preparation and execution of agreements to run with the land which are recorded, prior to scheduling. I understand that it is my responsibility as the applicant or applicant's representative to promptly follow through with the Compliance of DERM or Public Works requirements or to advise this office in writing if the application will not go forward and may be considered *withdrawn*. Contact with the above mentioned agencies is advised prior to and during the hearing process. You may obtain the telephone numbers and locations of the reviewing departments at the Zoning Hearings Section Counter.

Fees: Further I understand that the hearing fees paid at the time of filing may not be the total cost of the hearing, that I will be advised of the following fees which must be paid promptly:

1. additional radius fee. Certain requests require that notices be mailed to all property owners within a ½ mile and in some instances, a mile of the subject property. The number of actual property owners is determined by computer and you will receive a bill for the additional radius fees approximately one month after filing.
2. revision fee, deferral or readvertising fee (if applicant requests deferral), and/or
3. other fees assessed for changes or additions to the hearing application or plans.

I am aware that applications withdrawn within 60 days of the date of filing are eligible for refund of 50% of the hearing fee. After that time, hearings that are withdrawn or returned for inaction will *not* be eligible for a refund.

Permit Requirements: I also understand that the South Florida Building Code may contain requirements that affect my ability to obtain a required building permit from the Building Department (10th Floor) for my project, even if my zoning application is approved at public hearing. I am aware that a Building Permit is required for almost all construction and that I am responsible for obtaining any required permits, all required inspections, and the Certificate of Use and Occupancy or Certificate of Completion for any and all structures and additions whether proposed or existing without permits. Additionally, I am aware that a Certificate of Use and Occupancy must be obtained for the use of the property, after it has been approved at Zoning Hearing, and that failure to obtain the required permits and/or Certificates of Completion or Use and Occupancy will result in the initiation of Enforcement action against the occupant and owner. I further understand that submittal of the Zoning Hearing application will not necessarily forestall enforcement action against the property.

Residential construction within 2 miles of a Blasting Site: Persons applying for a residence or residential development located within two miles of a permitted rock mining operation where blasting is permitted must record in the public records of Miami-Dade County a notice that the proposed development is within two miles of the blasting site, prior to the issuance of the first development permit. The notice must provide the location of the blasting site and state that such blasting is regulated by Chapter 13 of the Code of Miami-Dade County. Notice must be given to and signed by buyers with purchase contracts within the development. Maps showing permitted rock mining operations where blasting is permitted in Miami-Dade County are available in the Department of Planning and Zoning (DP&Z) and in the Public Works Department. Any developer may request a written opinion from the Director of Public Works as to whether a development is located within the two-mile area.

(Signature)

OSCAR AGÜERO

(Print Name)

Notary: Sworn to and subscribed before me this
 3 day of December, 2001.

Notary Public - State of Florida

My commission expires _____



Javier Rodriguez
My Commission CC832387
Expires May 3, 2003

PH# _____

Notice to all Applicants

Advisory from the County Attorney's Office

A recent decision of the Third District Court of Appeal has ruled that zoning applications that are inconsistent with the Comprehensive Development Master Plan **cannot** be approved by a zoning board based upon considerations of fundamental fairness. The County Attorney's Office is seeking review of this decision in the Florida Supreme Court.

In the interim applicants are advised that if their hearing request is determined to be inconsistent with the Comprehensive Development Master Plan and they decide to go forward with the public hearing they cannot be approved, but could only be denied or deferred.

Applicants are further advised that if they wish to rely on fundamental fairness in seeking approval, a request for deferral pending the Court's final decision would be an appropriate request. Deferral will allow applicant's to present their fundamental fairness arguments and exhaust any remedies related thereto should the court ultimately modify the ruling.

By signing below the applicant acknowledges that they have read and understood this Notice.

Signature



Date

12-3-01

Print name

OSCAR AGUERO

Address

16540 NW 84 AVE

Telephone

(305) 826-5555

24-54-30

47-AB-15-51



Return to: RAUL CARRERAS, JR., P.A.
999 Ponce de Leon Boulevard
Suite 720
Coral Gables, FL 33134

Prepared by: RAUL CARRERAS, JR., P.A.
999 Ponce de Leon Boulevard
Suite 720
Coral Gables, FL 33134

201-428

MORTGAGE DEED

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT DUE UPON MATURITY IS \$382,870.65, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE DEED made this 24 day of November, 1993, between CHURCH OF JESUS CHRIST THE ALMIGHTY, INC., a/k/a IGLESIA DE JESUCRISTO EL TODO PODEROSO, INC., a Florida non-profit corporation, of 439 Hialeah Drive, Hialeah, Florida, 33010, hereinafter called the "Mortgagor", and TEODORO J. GOMAR, as Trustee, of 1810 S.W. 99th Avenue, Miami, Florida, 33165, hereinafter called the "Mortgagee":

W I T N E S S E T H :

In consideration of the indebtedness hereinafter referred to and for and in consideration of the sum of One Dollar and no cents and for other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged by the Mortgagor, the Mortgagor does hereby grant, bargain, sell, assign, and convey unto the Mortgagee, with the full power of sale and the right of entry and possession, all of the Mortgagor's estate title, interest and rights in, to and under the subject property (hereinafter referred to as "Property") now owned or held or hereafter acquired by the Mortgagor legally described as:

The North 1/2 of the NW 1/4, of the NE 1/4, of the NE 1/4, of the NW 1/4, less the North 50 feet and the West 25 feet for road right-of-ways, in Section 25, Township 54 South, Range 39 East; and the East 1/2 of the NE 1/4 of the NE 1/4 of the NW 1/4, less the North 50 feet and the East 35 feet for road right-of-ways, in Section 25, Township 54 South, Range 39 East, all lying and being in Dade County, Florida.

THIS IS A PURCHASE MONEY FIRST MORTGAGE

THIS MORTGAGE IS NOT ASSUMABLE BY A SUBSEQUENT PURCHASER OF MORTGAGOR'S INTEREST IN THE ABOVE DESCRIBED PROPERTY, AND IT SHALL BE DUE UPON ANY SALE, CONVEYANCE OR TRANSFER OF MORTGAGOR'S INTEREST IN THE SAME.

including all of the rights, privileges and appurtenances thereunto

belonging, and all of the estate, right, title and interest of the Mortgagor therein or thereto, either in law or in equity, now or hereafter acquired, and in and to all streets, roads, opened or proposed, in front of or adjoining the said property, and all easements and right of way, public or private, now or hereafter used in connection with the property.

All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the property, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and located in or on, or attached to, or used or intended to be used in connection with or with the use and operation of, the property, buildings, structure or other improvements, or in connection with any construction thereon, and owned by the Mortgagor, including all extensions, additions, improvements, substitutions, and replacements to any of the foregoing and all right, title and interest of Mortgagor in and to such personal property or fixtures together with the benefit of any deposits or payment now or hereafter made on such personal property of fixtures together with the benefit of any deposits or payment now or thereafter made on such personal property or fixtures by the Mortgagor or on its behalf.

All proceeds of the conversions, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including but without limitations, proceeds of insurance and condemnation awards.

TO HAVE AND TO HOLD the mortgaged Property unto the Mortgagee, its successors and assigns forever, for the purpose of securing unto the Mortgagee:

A. The payments of the principal sum of: **FOUR HUNDRED FIFTY THOUSAND (\$450,000.00) DOLLARS** and interest thereon as provided in that certain Promissory Note executed and delivered by the Mortgagor in favor of the Mortgagee of even date and attached hereto as Exhibit "A";

B. The performance and observance of, and compliance with each and every obligation, covenant, warranty, agreement, term, provision, and condition contained in the Promissory Note dated of even date herewith executed and delivered by the Mortgagor in favor of the Mortgagee and any modification, extension and renewal thereof;

C. The performance and observance of, and compliance with, each and every obligation, covenant, warranty, agreement, term, provision, and condition contained in all other loan documents executed and delivered by the Mortgagor in favor of the Mortgagee having reference to and arising in connection with the Promissory Note, this Mortgage Deed, including but not limited to assignments of rents and leases, guarantees, and other documents;

D. The repayment of all other sums incurred or advanced by the Mortgagee or otherwise becoming due and payable under the provisions of the Promissory Note, Mortgage Deed, and interest thereon.

PROVIDED HOWEVER, that if the Mortgagor shall promptly pay or cause to be paid to the Mortgagee the principal and interests payable under Promissory Note, at the times and in the manner stipulated therein, and in this Mortgage Deed, and all other sums due hereunder and in any other loan document, all without deduction or credit for taxes or similar charges paid by the Mortgagor, and shall keep, perform and observe all of the covenants and promises in the Promissory Note, in this Mortgage Deed, and in all other loan documents, to be kept, performed and observed by the Mortgagor, then this Mortgage Deed, and all properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but otherwise remain in full force and effect.

NOW THEREFORE, the Mortgagor covenants and agrees with the

Mortgagee as follows:

1. WARRANTY OF TITLE: Mortgagor covenants and warrants that it is seized of an indefeasible estate in fee simple in the Property hereby mortgaged, has good and absolute title to all existing personal property hereby or made subject to the security

interest hereby created, and has good right, full power and lawful authority to convey, mortgage and encumber the same as provided herein; that the Mortgagee may at all reasonable times peaceably and quietly enter upon, hold, occupy and enjoy the property hereby mortgaged and every part thereof. Mortgagor shall and will make further assurances to perfect Mortgagee's fee simple title to the property hereby mortgaged and will forever defend the same against the claims of all persons whomsoever.

2. **PERFORMANCE ON MORTGAGE DEED AND PROMISSORY NOTE:** Mortgagor shall perform, observe and comply with all provisions hereof, of the Promissory Note and of all other loan documents, and will promptly exhibit, upon demand, to the Mortgagee receipts for the payments of all taxes, assessments, dues, charges, fees, levies, fines, impositions, lien for unpaid state and federal taxes, liabilities, obligations, and encumbrances of any kind and nature now or hereafter imposed, levied or assessed upon or against the mortgaged property or any part thereof, or upon or against this Mortgage or the indebtedness or other sums secured hereby, or upon against the interest of the Mortgagee in the mortgaged property, and any charge that if unpaid, would become a lien against and upon the mortgaged property.

3. **INSURANCE:** Mortgagor at its sole expense shall obtain for, deliver and maintain for the benefit of the Mortgagee, during the life of the Mortgage, an insurance policy in such amounts as the mortgagee may require, insuring the mortgaged property against fire, extended coverage, hazards, and such other insurable contingencies as the Mortgagee may require, and pay promptly, when due, any policy, excess policy premiums, and any renewals thereof. The form of such policies and the companies issuing them shall be acceptable to the Mortgagee. The policy shall reflect the name of the Mortgagee as the loss payee and proceeds of said insurance policies are hereby assigned to the Mortgagee. Each insurance company is hereby authorized and directed to make payments for all such losses directly to the Mortgagee individually, and not to the Mortgagor and Mortgagee jointly. Mortgagee shall not be responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure. Mortgagee shall have the option of applying the insurance proceeds for restoration of the property or to reduce the debt secured by the Note and Mortgage.

4. **CONDEMNATION:** If all or material part (which shall be determined at the sole discretion of the Mortgagee) of the mortgaged Property shall be taken through condemnation/ eminent domain proceedings, either temporarily, or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, shall immediately become due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or in the Mortgagor's name, any action proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require. Mortgagor shall be responsible for all of Mortgagee's attorney's fees and costs regardless of the particular nature of the proceeding and whether incurred with or without suit.

5. **PROPER USE, CARE AND IMPROVEMENTS/ADDITIONS:** Mortgagor shall preserve and maintain the mortgaged property in good condition and repair. Mortgagor shall not remove, demolish, materially alter or change the use of any building or structure or other improvements presently or hereafter on the subject property

receiver, master or liquidator of itself or himself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or (v) makes any general assignments for the benefit of creditors; or (vi) makes and admission in writing of its or his inability to pay its debts generally as they become due; or (B) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or Guarantor seeking any reorganization, arrangement, composition, readjustment, liquidation dissolution or similar relief under any present or future federal, state, other status, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or (C) any trustee, receiver or liquidator of Mortgagor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of Guarantor, is appointed without the prior written consent of Mortgagee.

13. REMEDIES: If an event of default has occurred, Mortgagee may declare the outstanding principal balance of the Mortgage Note and interest accrued thereon, and all other sums secured hereby, immediately due and payable without demand or notice. Mortgagee may proceed to file suit or by other appropriate proceeding to enforce the terms of the Mortgage Note, Mortgage Deed and any other Loan Documents in order to secure full payment plus all costs of collection including attorney's fees. Upon any sale of the subject property at foreclosure sale, Mortgagee may bid for and purchase the subject property, retain and possess and dispose of such property in its absolute right without further accountability and effect upon its rights to a deficiency judgment. If an event of default shall have occurred, Mortgagee to the extent permitted by law, and without regard to the value or occupancy of the security, shall be entitled as a matter of right to the appointment of a receiver without notice to the Mortgagor to enter upon and take possession of the Mortgaged Property and to collect all rents, revenues, profits and income thereof and applied the same as the court may direct. Mortgagor further consents to the appointment of the Mortgagee or any officer or employee of the Mortgagee as receiver.

14. NOTICES TO MORTGAGEE: In addition to any notice requirements contained elsewhere in this Mortgage, or in any of the other loan documents, Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

A. Fire, windstorm, or any other casualty causing damage to the property;

B. Receipt of notice of condemnation of the property;

C. Receipt of notice from any government or quasi-governmental authority relating to the development, structure, use or occupancy of the property;

D. Substantial change in the occupancy and/or use of the property;

E. Commencement of any litigation affecting the property.

15. TIME OF THE ESSENCE: Time is of the essence in all matters herein, especially in matters dealing with payment of money.

16. DELAY OR OMISSION OF WAIVER: No delay or omission of the Mortgagee or of any holder of the note to

person or persons seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself or himself under a law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee,

be used in connection with or without the operation of the Mortgaged property in whole or in part.

9. **EXPENSES:** Mortgagor shall pay or shall reimburse Mortgagee for all costs, charges and expenses, including reasonable attorney's fees, disbursements and costs incurred or paid by the Mortgagee in any threatened, pending or completed action, proceeding or dispute in which the mortgagee is or may be a party or appears as a party plaintiff or party defendant and which affects or may affect the Mortgage Deed, Mortgage/Note and any other loan document, or the mortgaged property. All these sums shall be immediately due and payable whether or not notice is given and demand made. The amount so incurred or paid by the Mortgagee, together with interest thereon at the highest rate allowable by law from the date incurred until paid by the Mortgagor, shall be added to the indebtedness and secured by the lien of this Mortgage Deed.

10. **GRACE PERIOD:** If Mortgagor should fail to pay any installment due on the Promissory Note, or any part thereof, within fifteen (15) days from the date when it is due, or fail to pay when due any other sum secured hereby without notice or demand, which are hereby expressly waived, or if Mortgagor should fail in the performance of, or breach of, any of Mortgagor's obligations, covenants or agreements hereunder, or any other document evidencing or securing the note secured hereby, then all of the indebtedness secured hereby shall become and be immediately due and payable at the option of the Mortgagee, in which event Mortgagee may avail itself of any or all rights and remedies, at law or in equity, and this mortgage may be foreclosed with all rights and remedies afforded by the laws of the State of Florida, and Mortgagor shall pay all costs, charges, and expenses thereof, including a reasonable attorney's fee, whether prior to or after entry of a final judgment.

11. **MORTGAGEE'S PERFORMANCE UPON DEFAULT OF MORTGAGOR:** If the Mortgagor defaults in the payment of any tax, assessment, other mortgage, encumbrance or other imposition, or in its obligation to obtain insurance as required by the Mortgagee or in performance or observance of any other covenant, condition or term of this Mortgage Deed, Mortgage Note or any other loan document, the Mortgagee at its option may perform on behalf of the Mortgagor and all payments made by the Mortgagor shall immediately become due and payable to the Mortgagee by the Mortgagor whether or not notice is given and demand made. The amount paid by the Mortgagee together with interest at the highest rate allowable by the law from date of payment shall be added to the indebtedness and secured by the lien of this Mortgage. Nothing in this paragraph shall be construed as requiring the Mortgagee to advance or pay any sums on behalf of the Mortgagor.

12. **EVENT OF DEFAULT:** The term event of default, wherever used in Mortgage Deed shall mean any one of the following events:

A. Failure by the Mortgagor to pay, as and when due and payable, any installments of principal and interest due under the Mortgage Note, or any sums due for taxes and assessments or insurance premium or reasonable attorney's fees in connection herewith, or any other sums to be paid by the Mortgagor hereunder.

B. Failure of the Mortgagor to duly keep, perform and observe any covenant, condition or agreement contained in the Mortgage Note, Mortgage Deed, or any other loan document.

C. If either, (A) Mortgagor or any person or persons guaranteeing (herein "Guarantor") the obligation of Mortgagor to Mortgagee (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as bankrupt or insolvent, or (iii) files any petition or answer seeking or acknowledging its bankruptcy or insolvency.

afforded to a secured party by law.

8. AFTER ACQUIRED PROPERTY: The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to

property and its business on the property, if any, is in full compliance with all applicable Environmental Laws. During the term of the loan evidenced by the Note and the Loan Documents, Mortgagor covenants that all activities conducted on the property by Mortgagor or any others shall be done in strict compliance with all applicable Environmental Laws. Mortgagor shall promptly notify the Mortgagee in writing of any existing, pending, or, to the knowledge of Mortgagor, threatened investigation or inquiry regarding the property by any governmental authority in connection with any applicable Environmental Laws. The Mortgagor shall take all reasonable steps to determine that no hazardous substances or solid wastes have been disposed of or otherwise released on or to the property or on or to property associated with the property. The Mortgagor will not use the property in a manner which will result in the generation, disposal, or other release of any hazardous substances on the property and covenants and agrees to keep or cause the property to be kept free of any hazardous substances and to remove the hazardous substances or soil, ground water, or surface water contamination to the satisfaction of the Mortgagee promptly upon discover, at Mortgagor's sole expense. In the event the Mortgagor fails to do so, after notice to the Mortgagor, the Mortgagee may either declare an event of default under this Mortgage and exercise any and all remedies hereunder provided for in the event of a default. Upon the Mortgagee's reasonable request, at any time and from time to time during the existence of this Mortgage subsequent to any notice that the property may not be in full compliance with all applicable Environmental Laws, the Mortgagor will provide at the Mortgagor's sole expense an inspection or audit of the property from an engineering or consulting firm approved by the Mortgagee indicating the presence or absence of such hazardous substances on the Property. If the Mortgagor fails to provide same after thirty (30) days' notice, the Mortgagee may order same and the Mortgagor grants to the Mortgagee and its employees and agents access to the property and a license to undertake the testing. The cost of such tests, together with interest thereon at the default rate set forth in Paragraph 19, shall be a demand obligation owing by the Mortgagor to the Mortgagee pursuant to this Mortgage. The Mortgagor agrees to indemnify and hold the Mortgagee harmless from and against, and to reimburse the Mortgagee with respect to, any and all claims, demands, causes of action, loss, damage, liabilities, costs and expense (including reasonable attorneys' fees and court costs) of any and every kind or character, known or unknown, fixed, contingent, or potential, asserted against or incurred by the Mortgagee at any time and from time to time by reason of or arising out of (a) the breach of any representation or warranty of the Mortgagor as set forth herein regarding hazardous substances or applicable Environmental Laws, (b) the failure of the Mortgagor to perform any obligation herein required to be performed regarding hazardous substances or applicable Environmental Laws, (c) any violation of any applicable Environmental Law in effect during the term of this Mortgage, and (d) any act, omission, event, or circumstance existing or occurring (including without limitation the presence on the Property or release from the property or the generation on the property of hazardous substances disposed of or otherwise released), resulting from or in connection with the ownership, construction, occupancy, operation, use and/or maintenance of the property, regardless of whether the act, omission, event or circumstance constituted a violation of any applicable Environmental Law at the time of its existence or occurrence.

7. **SECURITY AGREEMENT:** This instrument constitutes a security agreement under the provisions of the Florida Uniform Commercial Code with respect to any personal property now or hereafter located on the mortgaged premises. With respect to such personal property, Mortgagee shall have all the rights and remedies

without the prior written consent of the Mortgagee. The Mortgagee may enter upon and inspect at all reasonable times the mortgaged property during the life of the Mortgage.

6. ENVIRONMENTAL COVENANTS: Mortgagor warrants that the

(1) MORTGAGEE HAS GIVEN VALUABLE CONSIDERATION IN EXCHANGE FOR THE PROMISES, REPRESENTATIONS, ACKNOWLEDGEMENTS, AND WARRANTIES OF MORTGAGOR AS CONTAINED HEREIN AND MORTGAGEE WOULD NOT HAVE ENTERED IN THIS MORTGAGE BUT FOR SUCH PROMISES, REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTIES, ALL OF WHICH HAVE BEEN FREELY

to exercise its right shall not affect or extend to any subsequent event or default, or failure to exercise its rights, powers or remedies.

17. HEIRS, SUCCESSORS AND ASSIGNS INCLUDED AS PARTIES: Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained herein shall bind and inure to the benefit of their respective heirs, successors and assigns.

18. INVALID PROVISION SHALL NOT AFFECT OTHERS: In the event that any provision in the Mortgage Deed, Mortgage Note or any Loan Documents is declared invalid, illegal or otherwise unenforceable, the validity of the remaining provision shall remain in full force and effect and shall not be affected, prejudiced or disturbed thereby.

19. DEFAULT RATE: The default rate of interest shall be the highest rate of interest allowed to be charged under the laws of the State of Florida.

20. GOVERNING LAW. The Mortgage Note and all loan documents shall be construed and interpreted according to the laws of the State of Florida.

21. GOVERNING CLAUSE: The Mortgagor acknowledges and agrees that Mortgagee may from time to time, reasonably request execution of documents in relation to compliance with said Mortgage and the balances due thereunder. Failure to execute such documents by the Mortgagor in a timely manner shall constitute a material default hereunder and all monies then due and owing, plus interest thereon, shall at the option of the Mortgagee become immediately due and payable.

22. FUTURE ADVANCES: The Mortgagor acknowledges and agrees that future advances under the terms of any superior mortgage shall constitute a material default hereunder and all monies then due and owing, plus interest thereon, shall become immediately due and payable.

23. WAIVER OF JURY TRIAL: THE MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS MORTGAGE, THE NOTE, OR ANY OTHER LOAN DOCUMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH ANY OF THE SAID DOCUMENTS OR THE BORROWER/LENDER RELATIONSHIP, OR ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE LENDING MORTGAGOR THE SUMS OF MONEY WHICH ARE SECURED BY THIS MORTGAGE DEED. MORTGAGOR REPRESENTS AND WARRANTS THAT THE WAIVERS CONTAINED IN THIS PARAGRAPH HAVE BEEN FREELY AND VOLUNTARILY MADE AFTER REVIEWING SAME, OR HAVING HAD AN OPPORTUNITY TO REVIEW SAME, WITH COUNSEL OF MORTGAGOR'S CHOICE.

24. EFFECT OF BANKRUPTCY. MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER CONSULTATION AND UPON ADVICE OF COUNSEL, STIPULATES AND AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW AND WITH FULL INTENTION THAT SUCH STIPULATIONS AND AGREEMENTS SHALL SURVIVE THE FILING OF ANY BANKRUPTCY, THAT, IN THE EVENT THAT MORTGAGOR FILES FOR PROTECTION UNDER THE LAWS OF THE UNITED STATES BANKRUPTCY CODE (11 U.S.C., SECTION 101 ET SEQ.), HEREIN REFERRED TO AS THE "BANKRUPTCY CODE" (IT BEING UNDERSTOOD THAT THIS MORTGAGE IS NOT INTENDED TO PRECLUDE SUCH FILING), OR IF ANY INVOLUNTARY PETITION IN BANKRUPTCY IS FILED AGAINST IT AT ANY TIME FROM AND AFTER THE DATE HEREOF:

Mortgagee or of any holder of the note to exercise any right, power or remedy hereunder or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such event of default or to constitute acquiescence therein. Election by the Mortgagee to waive or fail

BARGAINED FOR AND ACCEPTED BY MORTGAGEE IN GOOD FAITH.

(ii) MORTGAGEE SHALL BE ENTITLED TO THE IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. SECTION 362, GRANTING MORTGAGEE COMPLETE RELIEF AND ALLOWING MORTGAGEE TO EXERCISE ALL OF ITS LEGAL RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO FORECLOSURE JUDGEMENT AND SALE AND TO PURSUE ANY AND ALL REMEDIES AVAILABLE TO LENDER UNDER THIS MORTGAGE AND NOTE, AND PURSUANT TO ANY PROVISION OF FLORIDA OR U.S. LAW AND THE MORTGAGOR AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST MORTGAGEE'S EFFORT TO GAIN RELIEF FROM THE AUTOMATIC STAY; PROVIDED THAT IN THE EVENT THE BANKRUPTCY PETITION IS AN INVOLUNTARY PETITION, THEN THE BANKRUPT SHALL UNDERTAKE ALL PRACTICABLE EFFORTS TO CAUSE SUCH PETITION TO BE DISMISSED AT THE EARLIEST POSSIBLE TIME AND MORTGAGEE SHALL RECEIVE ALL RENTS OR PROCEEDS OF THE PROPERTY (EITHER BECAUSE THEY ARE NOT DEEMED TO BE PROPERTY OF THE BANKRUPT ESTATE OR THEY ARE PAID TO MORTGAGEE AS ADEQUATE PROTECTION PAYMENTS PURSUANT TO SECTIONS 361 AND 363 OF THE BANKRUPTCY CODE, BUT WITHOUT PREJUDICE TO MORTGAGEE'S RIGHT TO ASSERT A CLAIM FOR FURTHER ADEQUATE PROTECTION PAYMENTS). MORTGAGEE SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE MORTGAGEE TO ESTABLISH OR PROVE THE VALUE OF THE PROPERTY, THE LACK OF ADEQUATE PROTECTION OF THEIR INTEREST IN THE PROPERTY OR THE LACK OF EQUITY IN THE PROPERTY. IT IS SPECIFICALLY AGREED AND ACKNOWLEDGED BY MORTGAGOR THAT THE LIFTING OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(d)(1) OF THE BANKRUPTCY CODE (11 U.S.C. SECTION 362(d)(1); AND


(iii) ANY AND ALL AMOUNTS INCURRED UNDER THIS MORTGAGE SHALL BE, AS OF THE DAY PRECEDING SUCH BANKRUPTCY PETITION, DUE AND OWING IN FULL, AND ALL AMOUNTS OWING HEREUNDER SHALL BE DEEMED AN ALLOWED CLAIM AS USED IN 11 U.S.C. SECTION 302(B) AND THAT ANY AND ALL AMOUNTS DUE AND OWING HEREUNDER SHALL BE DEEMED A SECURED CLAIM AS USED IN U.S.C. SECTION 306(a), AND MORTGAGEE SHALL BE ENTITLED TO THE EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING APPLICABLE BANKRUPTCY LAW) TO ALL FEES, COSTS, EXPENSES AND INTEREST AT THE DEFAULT RATE FROM THE DATE OF THE FILING OF THE BANKRUPTCY PETITION UNTIL JUDGMENT.

IN WITNESS WHEREOF, the undersigned execute this instrument the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT DUE UPON MATURITY IS \$382,870.65, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered
in the presence of:


Raul Carreras, Jr.


Belkys Jaular

CHURCH OF JESUS CHRIST THE
ALMIGHTY, INC., a/k/a IGLESIA
DE JESUCRISTO EL TODO PODEROSO,
INC., a Florida non-profit
corporation

By: 

Oscar Aguero

(1) MORTGAGEE HAS GIVEN VALUABLE CONSIDERATION IN EXCHANGE FOR THE PROMISES, REPRESENTATIONS, ACKNOWLEDGEMENTS, AND WARRANTIES OF MORTGAGOR AS CONTAINED HEREIN AND MORTGAGEE WOULD NOT HAVE ENTERED IN THIS MORTGAGE BUT FOR SUCH PROMISES, REPRESENTATIONS, ACKNOWLEDGEMENTS AND WARRANTIES, ALL OF WHICH HAVE BEEN FREELY

to exercise its right shall not affect or extend to any subsequent event or default, or failure to exercise its rights, powers or remedies.

17. HEIRS, SUCCESSORS AND ASSIGNS INCLUDED AS PARTIES: Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained herein shall bind and inure to the benefit of their respective heirs, successors and assigns.

18. INVALID PROVISION SHALL NOT AFFECT OTHERS: In the event that any provision in the Mortgage Deed, Mortgage Note or any Loan Documents is declared invalid, illegal or otherwise unenforceable, the validity of the remaining provision shall remain in full force and effect and shall not be affected, prejudiced or disturbed thereby.

19. DEFAULT RATE: The default rate of interest shall be the highest rate of interest allowed to be charged under the laws of the State of Florida.

20. GOVERNING LAW: The Mortgage Note and all loan documents shall be construed and interpreted according to the laws of the State of Florida.

21. GOVERNING CLAUSE: The Mortgagor acknowledges and agrees that Mortgagee may from time to time, reasonably request execution of documents in relation to compliance with said Mortgage and the balances due thereunder. Failure to execute such documents by the Mortgagor in a timely manner shall constitute a material default hereunder and all monies then due and owing, plus interest thereon, shall at the option of the Mortgagee become immediately due and payable.

22. FUTURE ADVANCES: The Mortgagor acknowledges and agrees that future advances under the terms of any superior mortgage shall constitute a material default hereunder and all monies then due and owing, plus interest thereon, shall become immediately due and payable.

23. WAIVER OF JURY TRIAL: THE MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS MORTGAGE, THE NOTE, OR ANY OTHER LOAN DOCUMENT, OR ARISING OUT OF, UNDER, OR IN ANY CONNECTION WITH ANY OF THE SAID DOCUMENTS OR THE BORROWER/LENDER RELATIONSHIP, OR ANY OTHER COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE MORTGAGEE LENDING MORTGAGOR THE SUMS OF MONEY WHICH ARE SECURED BY THIS MORTGAGE DEED. MORTGAGOR REPRESENTS AND WARRANTS THAT THE WAIVERS CONTAINED IN THIS PARAGRAPH HAVE BEEN FREELY AND VOLUNTARILY MADE AFTER REVIEWING SAME, OR HAVING HAD AN OPPORTUNITY TO REVIEW SAME, WITH COUNSEL OF MORTGAGOR'S CHOICE.

24. EFFECT OF BANKRUPTCY: MORTGAGOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AND AFTER CONSULTATION AND UPON ADVICE OF COUNSEL, STIPULATES AND AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW AND WITH FULL INTENTION THAT SUCH STIPULATIONS AND AGREEMENTS SHALL SURVIVE THE FILING OF ANY BANKRUPTCY, THAT, IN THE EVENT THAT MORTGAGOR FILES FOR PROTECTION UNDER THE LAWS OF THE UNITED STATES BANKRUPTCY CODE (11 U.S.C., SECTION 101 ET SEQ.), HEREIN REFERRED TO AS THE "BANKRUPTCY CODE" (IT BEING UNDERSTOOD THAT THIS MORTGAGE IS NOT INTENDED TO PRECLUDE SUCH FILING), OR IF ANY INVOLUNTARY PETITION IN BANKRUPTCY IS FILED AGAINST IT AT ANY TIME FROM AND AFTER THE DATE HEREOF:

BARGAINED FOR AND ACCEPTED BY MORTGAGEE IN GOOD FAITH.

(ii) MORTGAGEE SHALL BE ENTITLED TO THE IMMEDIATE TERMINATION OF THE AUTOMATIC STAY PROVISIONS OF 11 U.S.C. SECTION 362, GRANTING MORTGAGEE COMPLETE RELIEF AND ALLOWING MORTGAGEE TO EXERCISE ALL OF ITS LEGAL RIGHTS AND REMEDIES, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO FORECLOSURE JUDGEMENT AND SALE AND TO PURSUE ANY AND ALL REMEDIES AVAILABLE TO LENDER UNDER THIS MORTGAGE AND NOTE, AND PURSUANT TO ANY PROVISION OF FLORIDA OR U.S. LAW AND THE MORTGAGOR AGREES NOT TO DIRECTLY OR INDIRECTLY OPPOSE OR OTHERWISE DEFEND AGAINST MORTGAGEE'S EFFORT TO GAIN RELIEF FROM THE AUTOMATIC STAY; PROVIDED THAT IN THE EVENT THE BANKRUPTCY PETITION IS AN INVOLUNTARY PETITION, THEN THE BANKRUPT SHALL UNDERTAKE ALL PRACTICABLE EFFORTS TO CAUSE SUCH PETITION TO BE DISMISSED AT THE EARLIEST POSSIBLE TIME AND MORTGAGEE SHALL RECEIVE ALL RENTS OR PROCEEDS OF THE PROPERTY (EITHER BECAUSE THEY ARE NOT DEEMED TO BE PROPERTY OF THE BANKRUPT ESTATE OR THEY ARE PAID TO MORTGAGEE AS ADEQUATE PROTECTION PAYMENTS PURSUANT TO SECTIONS 361 AND 363 OF THE BANKRUPTCY CODE, BUT WITHOUT PREJUDICE TO MORTGAGEE'S RIGHT TO ASSERT A CLAIM FOR FURTHER ADEQUATE PROTECTION PAYMENTS). MORTGAGEE SHALL BE ENTITLED AS AFORESAID TO THE LIFTING OF THE AUTOMATIC STAY WITHOUT THE NECESSITY OF AN EVIDENTIARY HEARING AND WITHOUT THE NECESSITY OR REQUIREMENT OF THE MORTGAGEE TO ESTABLISH OR PROVE THE VALUE OF THE PROPERTY, THE LACK OF ADEQUATE PROTECTION OF THEIR INTEREST IN THE PROPERTY OR THE LACK OF EQUITY IN THE PROPERTY. IT IS SPECIFICALLY AGREED AND ACKNOWLEDGED BY MORTGAGOR THAT THE LIFTING OF THE AUTOMATIC STAY HEREUNDER BY THE APPROPRIATE BANKRUPTCY COURT SHALL BE DEEMED TO BE "FOR CAUSE" PURSUANT TO SECTION 362(d)(1) OF THE BANKRUPTCY CODE (11 U.S.C. SECTION 362(d)(1); AND


(iii) ANY AND ALL AMOUNTS INCURRED UNDER THIS MORTGAGE SHALL BE, AS OF THE DAY PRECEDING SUCH BANKRUPTCY PETITION, DUE AND OWING IN FULL, AND ALL AMOUNTS OWING HEREUNDER SHALL BE DEEMED AN ALLOWED CLAIM AS USED IN 11 U.S.C. SECTION 302(B) AND THAT ANY AND ALL AMOUNTS DUE AND OWING HEREUNDER SHALL BE DEEMED A SECURED CLAIM AS USED IN U.S.C. SECTION 306(a), AND MORTGAGEE SHALL BE ENTITLED TO THE EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING APPLICABLE BANKRUPTCY LAW) TO ALL FEES, COSTS, EXPENSES AND INTEREST AT THE DEFAULT RATE FROM THE DATE OF THE FILING OF THE BANKRUPTCY PETITION UNTIL JUDGMENT.

IN WITNESS WHEREOF, the undersigned execute this instrument the day and year first above written.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT DUE UPON MATURITY IS \$382,870.65, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGE UNDER THE TERMS OF THIS MORTGAGE.

Signed, sealed and delivered
in the presence of:


Raul Carreras, Jr.


Belkys Jaular

CHURCH OF JESUS CHRIST THE
ALMIGHTY, INC., a/k/a IGLESIA
DE JESUCRISTO. EL TODO PODEROSO,
INC., a Florida non-profit
corporation

By: 

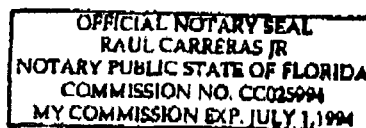
Oscar Aguero

STATE OF FLORIDA)
)
COUNTY OF DADE) S.S.

THE FOREGOING INSTRUMENT was acknowledged before me this 24th day of November, 1993, by OSCAR AGUERO, as President and STELLA AGUERO, as Secretary of CHURCH OF JESUS CHRIST THE ALMIGHTY, INC., a/k/a IGLESIA DE JESUCRISTO EL TODO PODEROSO, INC., a Florida non-profit corporation, who produced his Florida Driver's Licenses as identification, and who did take an oath.

Raul Carreras Jr.

Notary Public, State of
Florida at Large



By:

Stella Aguezo, Secretary